



U.S. Department
of Transportation
**Federal Railroad
Administration**

400 Seventh St., S.W.
Washington, D.C. 20590

December 30, 1991

6690-11111
RECORDED TO FILED 11111

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

DEC 30 1991 -1 10 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

I have enclosed three originals of the document described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. This document is a Release of Mortgage and Consent, a secondary document dated as of December 30, 1991. The primary document to which this secondary document is connected is the Security Agreement of October 5, 1983, which is recorded under Recordation Number 6690.

The parties to the above-listed document include the Federal Railroad Administrator as mortgagee and the National Railroad Passenger Corporation as a consenting party.

The addresses of the parties are:

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

The railway equipment covered by the document listed above consists of up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

Because the referenced documents are being filed on behalf of an agency of the United States, the undersigned requests that all filing fees be waived. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Handwritten signature and vertical text:
C. R. [illegible]
C. R. [illegible]

A short summary of the document to appear in the index follows:

Release of Mortgage and Consent pertaining to the Security Agreement with Recordation Number 6690 dated as of October 5, 1983 and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

The undersigned is one of the attorneys for the Federal Railroad Administrator.

Respectfully submitted,


S. Mark Lindsey
Chief Counsel

Enclosures

12/30/91

Interstate Commerce Commission
Washington, D.C. 20423

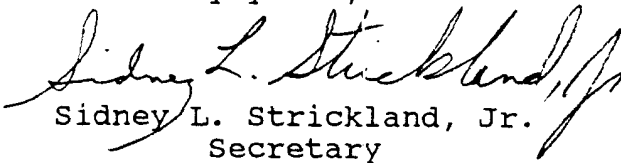
OFFICE OF THE SECRETARY

S. Mark Lindsey
Chief Counsel
U.S. Dept Of Trans
400 7th St. S.W.
Washington, D.C. 20590

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/30/91 at 1:10pm, and assigned recordation number(s). 6690-VVV

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

6690 VVVV
RECEIVED 12 30 1991

[EXECUTION COPY]

DEC 30 1991 - 1 10 PM
INTERSTATE COMMERCE COMMISSION

RELEASE OF MORTGAGE AND CONSENT

dated as of December 15, 1991

by the

FEDERAL RAILROAD ADMINISTRATOR
of the
DEPARTMENT of TRANSPORTATION

EIGHTEEN (18) GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES

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SIGNATURE PAGE

ANNEX A - DEFINITIONS

RELEASE OF MORTGAGE AND CONSENT

THIS RELEASE OF MORTGAGE and CONSENT dated as of December 15, 1991 made by the FEDERAL RAILROAD ADMINISTRATOR for himself and on behalf of the Secretary of the Department of Transportation (hereinafter called the "FRA"), in favor of NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (hereinafter called "Amtrak").

W I T N E S S E T H :

WHEREAS, Amtrak has executed and delivered the FRA Note;

WHEREAS, to secure the FRA Note, Amtrak assigned to the FRA pursuant to the FRA Security Agreement all of Amtrak's right, title and interest in and to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Amtrak desires to enter into the Overall Transaction which contemplates, among other things, that (1) Amtrak will lease the Units to Owner Trustee from time to time pursuant to the Lease, which grants to Owner Trustee a right to purchase each such Unit for \$1.00 at certain times specified therein, (2) Owner Trustee will simultaneously sublease such Units to Amtrak pursuant to the Sublease, which grants to Amtrak the right to acquire Owner Trustee's interests in such Units under the Lease at a specified price on the Special Purchase Date and at fair market value at certain times thereafter as set forth therein, (3) Amtrak will have, subject to the terms and conditions of the Sublease, the sole use and possession of the Equipment for the term of the Sublease and (4) in order to secure its obligations under the Indenture, the Secured Notes, the Lease, the Sublease and each other Operative Document to which Amtrak is a party, Amtrak may grant to Indenture Trustee or Owner Trustee, as the case may be, pursuant to the Indenture and the Lessee Security Agreement, a lien on (a) the Units which have been subjected to the Lease and (b) Amtrak's interests under the Lease;

WHEREAS, Section 304(d) of the Rail Passenger Service Act, 45 USC § 501 et seq., prohibits Amtrak from incurring an obligation with a liquidation interest superior

to any preferred stock issued to the Secretary or secured by a lien on the property of Amtrak without the consent of the Secretary; and

WHEREAS, in order to implement the Overall Transaction, the parties thereto require Amtrak to obtain this Release and Consent from the FRA and the FRA is willing to provide this Release and Consent to Amtrak in connection with the Overall Transaction;

NOW, THEREFORE, in consideration of the foregoing, the benefits and advantages to be derived by the FRA, the sum of one dollar paid to the FRA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FRA hereby agrees as follows:

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Release and Consent, including the preceding recitals, have the respective meanings specified therefor in Annex A hereto.

Section 2. Interpretations. All references in this instrument to designated "Sections" and other subdivisions are, unless otherwise specified, to the designated Sections and subdivisions of this instrument. The words "hereof," "herein," "hereto," "hereby" and "hereunder" refer to this entire Release and Consent. Words importing persons include firms, associations and corporations and a reference to a person includes its permitted successors and assigns; all words importing the singular number include the plural number and vice versa; all words importing the masculine gender include the feminine gender; "or" is not exclusive and "include" and "including" are not limiting; a reference to any agreement or other contract includes permitted supplements and amendments; and a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor.

Section 3. Release of Lien. The FRA, on its own behalf and on behalf of the Secretary, does hereby irrevocably, expressly and unconditionally release and discharge, unto Amtrak and its successors and assigns, effective at such time as any Unit becomes subject to the Indenture, the Lessee Security Agreement, the Lease and the Sublease, all right, title, interest, claim and demand whatsoever that the FRA may have, including through or under the FRA Security Agreement, in, to and in respect of such Unit and rights and properties related thereto, including, without

[RELEASE AND CONSENT]

limitation, (a) all rents, income, revenues, profits and benefits at any time attributable to such Unit, (b) any proceeds of insurance required to be maintained at any time by Amtrak covering loss or damage to such Unit, (c) any award at any time resulting from or payable with respect to any condemnation, confiscation, seizure or other requisition of title or use of such Unit by any governmental or other authority and (d) any additions, modifications or improvements described in Section 12.2(ii) of the Sublease; and the FRA hereby quitclaims all said right, title, interest, claims and demands, unto Amtrak and its successors and assigns, forever, free and discharged from the liens and security interests under the FRA Security Agreement. If Amtrak at any time acquires the Leasehold Interest with respect to any Unit by purchase pursuant to Section 16 of the Sublease or otherwise and the lien of the Indenture shall have finally terminated in respect of such Unit in accordance with the terms of the Indenture, this Release and Consent shall, solely as between Amtrak and the FRA, after such acquisition and termination, not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA referred to above with respect to such Unit and such lien, right, title, interest, claim or demand shall be reinstated and recorded through all appropriate documents; provided, however, that if Amtrak exercises its right to pay a portion of the purchase price for any such Leasehold Interest by causing full recourse notes to be issued in exchange for Secured Notes in accordance with Section 2.04 of the Indenture (which Section 2.04 requires, among other things, that Amtrak grant in favor of the holders of such notes pursuant to a substitute indenture a first priority security interest in the applicable Purchased Unit) this Release and Consent shall continue to be in full force and effect after such acquisition until such notes shall have been paid in full and the lien of such indenture shall have finally terminated in respect of such Unit in accordance with the terms of such indenture, and after such payment and termination, this Release and Consent shall, solely as between Amtrak and the FRA, not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA referred to above with respect to such Unit and such lien, right, title, interest, claim or demand shall be reinstated and recorded through all appropriate documents.

Section 4. Consent to the Overall Transaction and Subordination of Preferred Stock. The FRA, on its own behalf and on behalf of the Secretary, consents for the purposes of Section 304(d) of the Rail Passenger Service Act (45 U.S.C. 544(d)) to Amtrak's entering into the Overall Transaction including Amtrak's granting of a security interest in (a) the Trust Indenture Estate (Amtrak) to Indenture Trustee under the

Indenture (a true, correct and complete copy of the relevant granting clause of the Indenture being attached hereto as Annex B) and (b) the Units to Owner Trustee under the Lessee Security Agreement. The FRA agrees that the interests of Indenture Trustee and Owner Trustee in connection with the Overall Transaction may include, and the FRA authorizes Amtrak to grant, liquidation interests in the property of Amtrak as contemplated in the Overall Transaction superior to the liquidation interest of any preferred stock issued to the Secretary.

Section 5. Amendments to Operative Documents. The FRA hereby expressly acknowledges, consents and agrees, at any time and from time to time, without the consent of or notice to the FRA, without incurring responsibility to the FRA and without impairing or releasing any of the obligations of the FRA hereunder to the extent permitted by law, to changes in the Operative Documents which do not alter or which do not adversely affect the rights and obligations of the FRA as described herein and in the FRA Security Agreement.

Section 6. Representations and Warranties. The FRA represents and warrants to Amtrak and the other parties to the Overall Transaction that (a) the FRA is the sole holder of the FRA Note, (b) the FRA has full power and authority to act on behalf of the Secretary as provided herein, (c) the execution and delivery of this Release and Consent, and the performance by the FRA and the Secretary of their respective obligations hereunder, are within their respective powers and have been duly authorized by all necessary administrative actions applicable thereto, (d) this Release and Consent constitutes a legal, valid and binding obligation of the FRA and the Secretary enforceable against the FRA and the Secretary in accordance with its terms and (e) neither the execution and delivery of this Release and Consent nor performance by the FRA or the Secretary, acting through the FRA, of its obligations hereunder will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it is now subject, and are not in violation of any law, statute, regulation or decree applicable thereto.

Section 7. Amendments. This Release and Consent may be amended only by an agreement in writing signed by the FRA, Indenture Trustee, Owner Trustee and Amtrak and shall specifically refer to itself as an amendment hereto. In the event of any conflict between the terms of this Release and Consent and the other Operative Documents, the terms of this Release and Consent shall prevail with respect to the rights and obligations of the FRA.

[RELEASE AND CONSENT]

Section 8. Governing Law. The interpretation of this Release and Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia or, to the extent the Federal law of the United States of America is applicable, such Federal law.

Section 9. Consent. Amtrak hereby consents and agrees to the terms of this Release and Consent.

Section 10. Binding Effect. Nothing in this Release and Consent shall be deemed to bind any agency or instrumentality of the United States government other than the FRA and the Department of Transportation.

[RELEASE AND CONSENT]

IN WITNESS WHEREOF, the undersigned duly authorized
FRA has executed this Release and Consent by signing it as of
December 15, 1991.

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary of the Department
of Transportation

By: *S. Mark Lindsey*
Name: *S. Mark Lindsey*

Consent:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Name: Richard I. Klein
Title: Treasurer

[SIGNATURE PAGE]

[RELEASE AND CONSENT]


IN WITNESS WHEREOF, the undersigned duly authorized
FRA has executed this Release and Consent by signing it as of
December 15, 1991.

FEDERAL RAILROAD ADMINISTRATOR,
as such and on behalf of the
Secretary of the Department
of Transportation

By: _____
Name:

Consent:

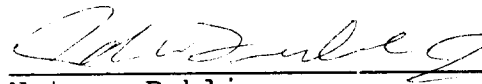
NATIONAL RAILROAD PASSENGER CORPORATION

By:  _____
Name: Richard I. Klein
Title: Treasurer

[SIGNATURE PAGE]

District of Columbia)
)
) SS.:
_____)

On this 20th day of December, 1991, before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires

1-1-95

[RELEASE AND CONSENT]

ANNEX A TO
RELEASE AND CONSENT

DEFINITIONS

The following terms shall have the following meanings for all purposes of the Release and Consent (as modified, amended or supplemented from time to time) to which this Annex A is appended:

"Ameritrust" means Ameritrust Company National Association, in its individual capacity.

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Lessor.

"Delivery Date" means the date on or as of which the Units are subjected to the Lease and Sublease.

"Equipment" means up to eighteen (18) General Electric Dash 8-32 BWH locomotives to the extent and for so long as they are subjected to the Lease and Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other equipment or components of any nature installed thereon, as specified in the Delivery Notice (but subject to Section 3.5 of the Participation Agreement) and replacements thereof and substitutions therefor, including any Replacement Units substituted for Units in accordance with Section 7.2 of the Sublease (individually, a "Unit" and, collectively, the "Equipment" or the "Units"). For avoidance of doubt, a Purchased Unit shall not be included in the Equipment or be deemed a Unit from and after the date upon which the lien of the Indenture terminates in respect thereof in accordance with its terms for any purpose under the Operative Documents.

"FRA" means the Federal Railroad Administrator for himself and on behalf of the Secretary of the Department of Transportation.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

[RELEASE AND CONSENT]

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"FRA Subordinated Security Agreement" means that certain FRA Subordinated Security Agreement dated as of December 15, 1991 by and between Amtrak and the FRA.

"Indenture" means that certain Trust Indenture and Security Agreement (Mortgage) dated as of December 15, 1991 among Amtrak, Owner Trustee and Indenture Trustee and any replacement indenture issued pursuant to Section 2.04 of the Indenture. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including an indenture supplement substantially in the form of either Appendix C or D to the Indenture.

"Indenture Trustee" means State Street Bank and Trust Company of Connecticut, National Association, a national banking association, in its capacity as Indenture Trustee under the Indenture.

"Lease" means that certain Lease of Railroad Equipment dated as of December 15, 1991 between Amtrak, as lessor, and Owner Trustee, as lessee. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered into between Lessor and Lessee (collectively, the "Lease Supplements").

"Leasehold Interest" with respect to a Unit (including accessions thereto) means the rights thereto of Lessee created under the Lease.

"Lessee" means Owner Trustee in its capacity as lessee under the Lease.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of December 15, 1991 by and between Amtrak and Owner Trustee. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

[RELEASE AND CONSENT]

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement, entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease.

"Loan Guaranty" means that certain Guaranty Agreement dated as of December 15, 1991 by General Electric Company for the benefit of Indenture Trustee and Loan Participants.

"Loan Participants" means those parties listed on Schedule I to the Participation Agreement.

"Operative Documents" means, collectively, the Participation Agreement, the Trust Agreement, the Indenture, any Indenture Supplement, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes each with an Owner Trustee Nonrecourse Assumption Confirmation attached thereto, any Replacement Note, the Loan Guaranty, the State Street Guarantee, the Warranty Assignment, the Release and Consent, the FRA Subordinated Security Agreement, the Cure Rights Agreement, the Lessee Security Agreement and any Lessee Security Agreement Supplement.

"Overall Transaction" means the arrangements and transactions contemplated by and reflected in the Operative Documents.

"Owner Participant" means Cargill Leasing Corporation, a Delaware corporation.

"Owner Trustee" means Ameritrust Company National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement.

"Owner Trustee Nonrecourse Assumption Confirmation" means an Owner Trustee Nonrecourse Assumption Confirmation dated the Delivery Date and executed and delivered by Owner Trustee and Indenture Trustee in the form attached to each Secured Note.

"Participation Agreement" means that certain Participation Agreement dated as of December 15, 1991 among

[RELEASE AND CONSENT]

Amtrak, Owner Participant, the Loan Participants, Ameritrust, Owner Trustee and Indenture Trustee.

"Purchased Unit" means any Unit the Leasehold Interest in which has been acquired by Sublessee pursuant to Section 16.1 of the Sublease or otherwise.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.).

"Release and Consent" means that certain Release of Mortgage and Consent to Lease date as of December 15, 1991 by the FRA delivered as of the Delivery Date.

"Replacement Note" has the meaning specified in Section 4.03 of the Indenture.

"Replacement Unit" for a Unit suffering a Casualty Occurrence means a locomotive having a value, utility and remaining useful life at least equal to the Unit being replaced (at Sublessor's option, such value, utility and remaining useful life shall be confirmed by an independent appraisal to be delivered to Sublessor at the time of any substitution under Section 7.2(i) of the Sublease, the cost of which shall be borne by Sublessee), assuming that the Unit being replaced was of the value, utility and remaining useful life as required by the terms of the Sublease immediately prior to such Casualty Occurrence.

"Secretary" means the Secretary of the Department of Transportation.

"Secured Note" means each of the notes of Amtrak, substantially in the form thereof specified in Appendix A to the Indenture, as are authenticated and delivered pursuant to the Indenture and as assumed by Owner Trustee pursuant to an Owner Trustee Nonrecourse Assumption Confirmation and any Replacement Note.

"Sublease" means that certain Sublease of Railroad Equipment dated as of December 15, 1991 between Owner Trustee, as sublessor, and Amtrak, as sublessee. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Supplement" means a supplement to the Sublease in substantially the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

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"Sublessee" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak in its capacity as sublessee under the Sublease.

"Sublessor" means Owner Trustee in its capacity as sublessor under the Sublease.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement dated as of December 15, 1991 between Owner Participant and Amtrak.

"Trust Agreement" means that certain Trust Agreement dated as of December 15, 1991 between Owner Participant and Ameritrust.

"Unit" and "Units" have the meanings set forth under "Equipment".

"Warranty Assignment" means that certain Warranty Assignment dated as of December 15, 1991 between Amtrak, as assignor, and Owner Trustee, as assignee.

[RELEASE AND CONSENT]

ANNEX B TO
RELEASE AND CONSENT

AMTRAK GRANTING CLAUSE
UNDER THE INDENTURE

A. In the case of Amtrak, upon execution and delivery of an Indenture Supplement in substantially the form of Appendix C on or as of the Delivery Date, the following (the "Trust Indenture Estate (Amtrak)"):

First, all Units and all replacements thereof and substitutions therefor, to the extent of any and all right, title and interest now owned or held or hereafter acquired by Amtrak;

Second, all rights of Amtrak as Lessor under the Lease (including any Lease Supplements);

Third, all monies, securities and other property now or from time to time hereafter held or required to be held by Indenture Trustee as security for the Secured Notes pursuant to the provisions of this Clause A of this Indenture;

Fourth, any and all property, tangible or intangible, that may from time to time hereafter by delivery or by writing of any kind for the purposes hereof be in any way subjected to the Lien of this Indenture pursuant to this Clause A, or be expressly Granted by Amtrak as additional security for the Secured Notes or by anyone authorized to do so on the behalf or with the consent of Amtrak, to Indenture Trustee, which is hereby authorized to receive the same at any and all times as and for additional security; and

Fifth, except for rent, including Advance Rental Cost, payable under the Lease, any and all rents, issues, profits, revenues and other income or proceeds of any of the properties subject or intended to be subject to the Lien of this Indenture pursuant to this Clause A, including all proceeds of the conversion, voluntary or involuntary, of all or any portion of the property now or from time to time hereafter subject or required or intended to be subject to the Lien of this Indenture pursuant to this Clause A into cash, negotiable instruments or other instruments for the payment of money, chattel paper, security agreements, documents, liquidated claims or any form of proceeds (including proceeds of insurance and of any governmental takings with respect to such property); provided, however, that the inclusion of proceeds in the Trust Indenture Estate (Amtrak) does not permit Amtrak, nor is Amtrak otherwise permitted, to sell,

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dispose of or otherwise use the Trust Indenture Estate (Amtrak) in a manner not expressly permitted by this Indenture;